

TERMS AND CONDITIONS FOR TESTS

U.S. Army Developmental Test Command

NAME AND ADDRESS OF COMPANY/INDIVIDUAL:

PURPOSE:

SPECIFIC ITEM TO BE TESTED:

NAME OF TEST OR NATURE OF SERVICE:

1. Purchaser. Whereas _____ (hereinafter referred to as the purchaser) has requested, and the United States of America (hereinafter referred to as the Government) has agreed to conduct and/or furnish certain tests and/or test services as described above, the purchaser and the Government do now therefore agree to the following terms and conditions which shall govern the conduct and/or furnishing of such tests and/or test services.

2. Competition of Government with Private Industry. In order to assure the Government that there will be no issue of competition between the Government and private industry because of the conducting and/or furnishing of this test and/or test services, the purchaser does warrant that:

a. no non-Governmental organization is known which presently has facilities that can be made available to perform the test and/or test services with comparable quality or on a more timely basis, and

b. the conduct of the test and/or test services requires the use of specialized facilities and skills located at the U.S. Army Aberdeen Test Center.

3. Nondisclosure. Information about the test item, information provided by the purchaser concerning the item and information generated from the testing will be treated as property of the purchaser and will be protected by the Government as proprietary and will not be released to the public. Such information may, however, be used for official government purposes.

4. Scheduling. The test and/or test services shall be conducted and/or furnished at the U.S. Army Aberdeen Test Center to commence on a date and at a time convenient to the Government. The Government will notify the purchaser of the scheduled date and the estimated completion date. These dates are furnished for planning purposes only, and the Government may, at its discretion, change such dates or terminate the test prior to completion with or without prior notice to the purchaser. The Government shall not become liable to the purchaser as a result of, or because of, such changes or termination.

5. Costs.

a. Testing is performed on a cost reimbursable basis. The actual charges are billed in accordance with policies, accounting procedures and Government regulations in effect at the time of this agreement.

b. The purchaser will bear all costs for transportation, packing, crating and drayage, including that which the Government may, for its own convenience, perform or cause to be performed due to failure, breakage or damage of the test item.

c. The Government estimates that the cost of this test and/or testing services will not exceed the sum of \$ _____.

(continued on reverse)

d. The purchaser shall pay the Government the estimated total cost at least two weeks prior to commencement. Payment shall be made by certified check or U.S Postal Money Order, payable to the Defense Accounting Officer. The Government shall notify the purchaser when 80 percent of the funds have been obligated. If additional funding is required, the Government shall promptly notify the purchaser of the additional funding required and shall modify the contract. The purchaser shall provide the Government the additional funds no later than thirty days after receiving such notification, or within such time as approved by the Government. Failure of the purchaser to provide funds as required herein will result in the discontinuance of performance.

e. The Government shall adjust the contract amount upon conclusion of performance to reflect actual charges. Upon the Government's final determination of the actual charges, the Government shall refund any funds remaining on the contract to the purchaser.

6. Liability.

a. The Government shall be liable for loss or destruction of, or damage to, the test item only if such loss, destruction or damage is proximately caused by willful misconduct or lack of good faith on the part of any of the Government's officers or employees who have supervision or direction of all or substantially all of the test facilities or services involved in the execution of this agreement.

b. The purchaser hereby agrees to hold harmless and indemnify the Government, its agencies and instrumentalities against all suits, actions, claims, costs, or demands for death, personal injury, and property damage to which the Government, its agencies and instrumentalities may be subject by reason of damage or injury (including death) to the property or person of anyone for which the purchaser is responsible resulting from use of a test item, test equipment or facilities by the purchaser, its agents, employees or subcontractors in connection with the performance of this agreement.

7. Property Disposition. Upon completion or termination of the test and/or test services, and receipt by the purchaser of notification of such completion or termination, the purchaser will promptly remove the test item from the Government's premises.

8. Dissemination of Results. The purchaser agrees not to circulate, refer to, or otherwise use for publicity or advertising purposes the results of the tests conducted by the Government in any manner that will bear a connotation of endorsement of a product by the Government.

9. On-site Observers. The Government reserves the right to limit the number and term of visits of observers and/or test participants.

10. Preemption of Test. The Government reserves the right to preempt all tests in the event of unforeseen higher priority national security interests. In such an event, the test will be accomplished as soon as possible after completion of the preemptor's test or activities.

11. *(Other terms may be added in individual cases, to include in all cases reporting procedures and requirements.)*

UNITED STATES OF AMERICA

(NAME & ADDRESS OF COMPANY/INDIVIDUAL)

BY _____

BY _____

(SIGNATURE)

(SIGNATURE)

(TITLE AND RANK)

(TITLE)

DATE: _____

DATE: _____